



Carrier Management
1755 North Brown Road
Lawrenceville, Georgia 30043
Tel 678.985.6339
Fax 678.985.6556
www.kmctelecom.com

REC'D. TN
REGULATORY AUTH.

*02 FEB 22 PM 2 45

February 20, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37242-0505

OFFICE OF THE
EXECUTIVE SECRETARY

PAID T.R.A.	
Chk #	<u>3653</u>
Amount	<u>25.00</u>
Rcvd By	<u>JR</u>
Date	<u>2-22-02</u>

RE: Approval of the Interconnection Agreement Between KMC Telecom Holdings, Inc. d/b/a KMC Telecom III, Inc. and KMC Telecom V, Inc. and United Telephone – Southeast, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996
Docket No. 02-00194

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, KMC Telecom Holdings, Inc. d/b/a KMC III, Inc. and KMC Telecom V, Inc. ("KMC") is hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement. KMC has adopted the Interconnection Agreement between Sprint and AVR, L.P. d/b/a Hyperion of Tennessee, L.P., dated April 21, 1999, Docket No. 99-00521, in its entirety.

Thank you for your attention to this matter.

Sincerely yours,

KMC TELECOM HOLDINGS, INC.

By: [Signature]

Scott A. Kassman, Esq.
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6233

Cc: James B. Wright, Sprint Corp.
Jon Wike, Tennessee Regulatory Authority

Creative Solutions with a Hometown Touch

KMC Telecom is a registered trademark of KMC Telecom Holdings and its subsidiaries.

PS/TD
2/22/02

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re: Approval of the Interconnection Agreement between KMC Telecom Holdings, Inc. d/b/a KMC III, Inc. and KMC Telecom V, Inc. and United Telephone – Southeast, Inc.
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. _____

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
BETWEEN KMC TELCOM HOLDINGS, INC. D/B/A KMC TELECOM III, INC. AND
KMC TELECOM V, INC. AND UNITED TELEPHONE – SOUTHEAST, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, KMC Telecom Holdings, Inc. db/a KMC III, Inc. and KMC Telecom V, Inc. (“KMC”) files this request for approval of the Interconnection Agreement (the “Agreement”) negotiated between KMC and United Telephone – Southeast, Inc. (“Sprint”) pursuant to Section 251 and 252 of the Telecommunications Act of 1996, (the “Act”). In support of its request, KMC states the following:

1. KMC Telecom III, Inc. and KMC Telecom V, Inc. originally requested adoption of the United Telephone – Southeast, Inc. - AVR, L.P. d/b/a Hyperion of Tennessee, L.P. Interconnection Agreement on or about September 19, 2000. *See Exhibit A.*
2. Sprint received and concurred with KMC’s adoption request. *See Exhibit B, e-mail from John Clayton, Sprint, to Marva Brown Johnson, KMC, dated September 20, 2000.*
3. Sprint sent KMC an adoption agreement (Master Network Interconnection and Resale Agreement) via e-mail on September 26, 2000. However, the agreement as prepared by Sprint contained references to KMC Telecom II, Inc., despite that no such entity has ever existed in Tennessee, and notwithstanding that KMC

Telecom III, Inc. was the party requesting the adoption. *See Exhibit C, e-mail and attachment from Melissa Hall, Sprint, to Marva Brown Johnson of KMC, dated September 26, 2000.*

4. For reasons unknown to KMC, Sprint re-issued the adoption agreement to KMC for execution, the agreement reflecting KMC Telecom III, Inc. and KMC Telecom V, Inc. in the body of that document, while at the same time providing that "KMC Telecom II, Inc. ... is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P." KMC did not catch the error and executed the documents on October 3, 2000. *See Exhibit D.* Sprint later returned one original to KMC, stating that "The Agreements will be delivered to the attorneys in External Affairs to be filed with the Appropriate state Public Utility Commissions." *See Exhibit E, letter from Gregory L. Westfall, Sprint, to Marva Johnson, KMC, dated October 31, 2000.*
5. Subsequent to October 31, 2000, Sprint unilaterally decided that the prior series of adoption agreements executed by KMC were insufficient. Accordingly, Sprint re-issued the documents yet again, revising KMC's signature block on that document to reflect KMC Telecom II, Inc., rather than KMC Telecom Holdings, Inc., which was the entity listed on the signature block of the prior iterations of that document. *See Exhibit F, e-mail and attachments from Gregory Louis Westfall, Sprint, to Marva Johnson of KMC, dated November 9, 2000.*
6. Again, in December of 2000, Sprint attempted to re-issue the very same documents to KMC, however, Sprint failed to attach the relevant documents in its

e-mail. *See Exhibit G, e-mail from Gregory Louis Westfall, Sprint, to Marva Johnson of KMC, dated December 11, 2000.*

7. Sprint re-issued the adoption agreement for the final time on February 5, 2001. Sprint once again changed the signature block, this time to reflect KMC Telecom III, Inc. However, the body of that document stated that, "KMC Telecom II, Inc. ... is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P....." *See Exhibit G, supra, e-mail from Gregory L. Westfall, Sprint, to Marva Johnson, KMC, dated February 5, 2001.* Rather than prolong this matter any further, KMC executed that document on February 7, 2001. KMC planned to amend the agreement to reflect the correct entity subsequent to the filing of the December 11 document with the Tennessee Regulatory Authority ("TRA"). Sprint counter-signed that document on March 26, 2001. *See Exhibit H.*
8. Pursuant to Section 252(e) of the Act, KMC submits this Agreement to the TRA for its consideration and approval. A copy of the Agreement is attached hereto and incorporated herein by reference.
9. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Agreement between KMC and Sprint within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience, and necessity.

10. KMC avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for competition in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

KMC respectfully requests that the TRA approve the Agreement between the Parties.

This 20th day of February, 2002.

Respectfully submitted,

KMC TELECOM HOLDINGS, INC.

By: _____

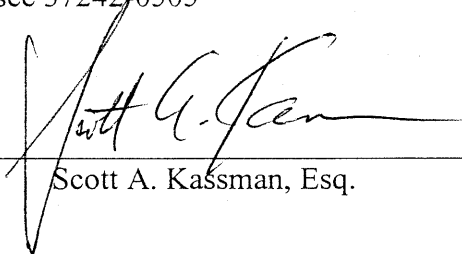

Scott A. Kassman, Esq.
KMC Telecom Holdings, Inc.
1755 North Brown Road
Lawrenceville, GA 30043
(678) 985-6233

CERTIFICATION OF SERVICE

I, Scott A. Kassman, Esq., hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on following via Airborne Express:

Mr. James B. Wright
Sprint Corp.
14111 Capital Blvd.
Wake Forest, NC 27587

Mr. Jon Wike
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37242-0505



Scott A. Kassman, Esq.

CONTENTS

Exhibit A

1

Exhibit B

2

Exhibit C

3

Exhibit D

4

Exhibit E

5

Exhibit F

6

Exhibit G

7

Exhibit H

8

September 19, 2000

Via Facsimile and Overnight Mail

William E. Cheek
Vice President, Sales and Marketing
6480 Sprint Parkway
Overland Park, KS 66251

**RE: KMC TELECOM, INC. - REQUEST PURSUANT TO §252(i) OF THE
COMMUNICATIONS ACT OF 1934, AS AMENDED, TO ADOPT THE UNITED
TELEPHONE-SOUTHEAST, INC. ("SPRINT") INTERCONNECTION AGREEMENT WITH
AVR L.P. D/B/A HYPERION OF TENNESSEE, L.P. FOR TENNESSEE**

Dear Mr. Cheek:

KMC Telecom III, Inc. ("KMC III") and KMC Telecom V, Inc. ("KMC V"; KMC III and KMC V collectively referred to herein as "KMC") hereby notifies United Telephone - Southeast, Inc. ("Sprint") of its election, pursuant to section 252(i) of the Communications Act of 1934, as amended ("the Act"), to adopt Sprint's interconnection agreement with AVR L.P. d/b/a Hyperion of Tennessee, L.P. ("Hyperion") for Tennessee.

The adopted agreement should include all amendments and modifications thereto, and all amendments and modifications yet to be filed incorporating arbitration awards issued by the Tennessee Regulatory Authority ("TRA"), and other pertinent decisions of the TRA as of the date of this letter. Therefore, this request is predicated upon the assumption that the agreement described in this letter is the current agreement between Sprint and Hyperion. KMC understands that both parties will take the adopted agreement subject to the outcome of pending appeals, if any, of decisions approving the agreement.

By execution of this adoption letter, neither KMC nor Sprint waives any of its rights or remedies under the Act; the rules, decisions or administrative processes of the Federal Communications Commission; the rules and decisions of the Commissions; or any other applicable law. In addition, KMC's adoption of the interconnection agreement does not affect any rights KMC has to negotiate amendments or successor agreements to the one adopted herein, or to adopt a replacement agreement.

If Sprint's understanding of any of the statements in, or matters covered by, this adoption letter differs in any way from KMC's understanding, as set forth in this letter, please let me know immediately.

Page 2

Please acknowledge receipt of this request by signing the enclosed copy of this letter in the space provided and returning it to me in the enclosed stamped, self-addressed envelope.

Kindly contact me by close of business September 20, 2000 in order to discuss your preferred procedure for the preparation of adopted versions of the selected agreement for KMC, and please send all correspondence and documents related to this matter to the undersigned. Thank you for your cooperation in this matter.

Sincerely yours,

Charlene Keys
KMC Telecom, Inc.
Vice President, Carrier Management

ACCEPTED AND AGREED TO:

United-Telephone-Southeast ("Sprint")

BY: _____

DATED: September __, 2000.

cc: Marva Brown Johnson, KMC Telecom, Inc.
Dave Sered, KMC Telecom, Inc.
John Evans, KMC Telecom V, Inc.
Melissa Hall, Sprint

Kassman, Scott

From: Johnson, Marva
Sent: Tuesday, February 19, 2002 1:58 PM
To: Kassman, Scott
Subject: FW: Request for MFN of NorthPoint Agreements in NC & TN

Importance: High

FYI...

Marva Brown Johnson
KMC Telecom
Director, ILEC Compliance
O: 678-985-6220 C: 678-662-1138
mbjohn@kmctelecom.com

-----Original Message-----

From: John Clayton [mailto:John.Clayton@mail.sprint.com]
Sent: Wednesday, September 20, 2000 11:15 AM
To: dserad@kmctelecom.com; mbjohn@kmctelecom.com
Cc: jeff.caswell@openmail.mail.sprint.com;
melissa.hall@openmail.mail.sprint.com
Subject: Request for MFN of NorthPoint Agreements in NC & TN
Importance: High

Marva, as we discussed this morning I am in receipt of the September 19, 2000 letter from Charlene Keys to Bill Cheek requesting to opt into the agreements between Sprint's local companies and NorthPoint in North Carolina and Tennessee. We concur with this request and will provide the needed documents to David Serad early next week. I had hoped to be able to get this accomplished prior to the end of this week but due to training and vacation schedules simply do not have the available staff to do so.

Should you have any questions or concerns please contact me directly via return email or at 913/315-7839.

Kassman, Scott

From: Johnson, Marva
Sent: Tuesday, February 19, 2002 1:58 PM
To: Kassman, Scott
Subject: FW: KMC Opt-in to Hyperion TN

FYI...

Marva Brown Johnson
KMC Telecom
Director, ILEC Compliance
O: 678-985-6220 C: 678-662-1138
mbjohn@kmctelecom.com

-----Original Message-----

From: melissa hall [mailto:melissa.hall@mail.sprint.com]
Sent: Tuesday, September 26, 2000 6:15 PM
To: mbjohn@kmctelecom.com
Subject: KMC Opt-in to Hyperion TN



KMCOpt-in to Hyperion

Melissa Hall
6480 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHM0310-
3A462
Voice: (913) 315 - 7843
Fax: (913) 315 - 0628
melissa.hall@mail.sprint.com

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom II, Inc. "KMC" ("CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To KMC: Tricia Breckenridge
 KMC Telecom Holdings
 1755 North Brown Road
 Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
 Sprint
 6480 Sprint Parkway
 Mailstop: KSOPHM0310-3A453
 Overland Park, KS 66251

PARTIES

KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

KMC Telecom Holdings, Inc.

By: _____

By: _____

Name: William E. Cheek

Name: Tricia Breckenridge

Title: VP-Sales & Account Mgmt

Title: Executive Vice President

Date:

Date:

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom III, Inc. and KMC Telecom V, Inc. (collectively "KMC") (here in referred to as "CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To KMC: Charlene H. Keys
Vice President – Carrier Management
KMC Telecom Holdings
1755 North Brown Road
Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

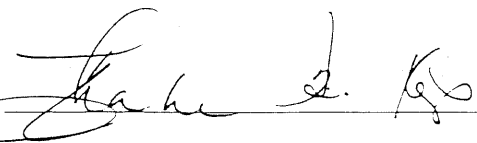
KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

KMC Telecom Holdings, Inc.

By: 

By: 

Name: William E. Cheek

Name: Charlene H. Keys

Title: VP-Sales & Account Mgmt

Title: Vice President – Carrier Management

Date: 10/19/00

Date: 10/3/00



Gregory L Westfall
Analyst - Local Markets
913 315 7953 - Voice
913 315 0628 - Fax

Local Telecommunications Division
6480 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHMO310-3A456

October 31, 2000

Marva Johnson
KMC Telecom
1755 N Brown Rd
Lawrenceville GA 30043

Dear Marva:

Please find enclosed original signature pages. The Agreements will be delivered to the attorneys in External Affairs to be filed with the appropriate state Public Utility Commissions.

I am also enclosing a copy of Sprint's Resale Guide. I trust you will find this to be a wealth of information regarding "doing business" with Sprint.

Your Account Manager for Tennessee and North Carolina will be Don Horton. He may be contacted as follows:

14111 Capital Blvd
Wake Forest NC 27587-5900
Mailstop: NCWKFR0304
919 554 7276 - Voice
919 554 5301 - Fax
Donald.Horton@mail.sprint.com

Your Account Manager for Texas will be Cathy Lail. She may be contacted as follows.

555 Lake Border Dr
Apopka FL 32703-5815
Mailstop: FLAPKA0202-2257
407 889 6476 - Voice
407 889 1211 - Fax
Cathy.Lail@mail.sprint.com

I am certain that you will enjoy working together.

Don and Cathy will assist you in implementing the terms of the Agreements and will coordinate implementation meetings at your request. At these meetings Sprint will review: interconnection and collocation, ordering services, billing and trouble reporting, and other related topics. Please contact your account managers when you are ready to begin scheduling this meeting.

I will be sending you an electronic message containing the required documents and forms necessary to establish your company's billing accounts. These documents should be provided directly to your account manager (at the location listed above) prior to scheduling the implementation meeting. Forwarding this information quickly can speed your entry into Sprint's markets.

Call if you have any other questions concerning your agreements. It has been a pleasure negotiating with you.

The Account Managers will assist you in implementing the terms of the Agreements. I am certain that you will enjoy working together.

Kassman, Scott

From: gregory.louis-westfall@mail.sprint.com
Sent: Thursday, November 09, 2000 12:24 PM
To: Johnson, Marva
Subject: Soft copy of TN Opt-In



KMC Amendment to
Opt-in Hyper...



KMCOpt-in to Hyperion
TN.doc

Marva,

Here you are. Plus, I added the amendment, I don't know if you'll need it as well. Also, if you could send me a soft copy of the EELs amendment, and the list of states where you want it, I'll do what I can to get it moving along.

Gregory L Westfall
Field Service Analyst
6480 Sprint Pkwy
OPKS 66251
MS: KSOPHM0310-3A456
gregory.louis-westfall@mail.sprint.com
Ph: 913 315 7953
Fx: 913 315 0628

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom II, Inc. "KMC" ("CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To KMC: Tricia Breckenridge
KMC Telecom Holdings
1755 North Brown Road
Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

KMC Telecom II, Inc.

By: William E. Cheek

By: Charlene H. Keys

Name: William E. Cheek

Name: Charlene H. Keys

Title: VP-Sales & Account Mgmt

Title: Vice President-Carrier Mgmt

Date: 10/19/00

Date: 10/3/00

Kassman, Scott

From: Westfall_Gregory_L/om54@mail.sprint.com
Sent: Monday, February 05, 2001 3:49 PM
To: Johnson, Marva
Subject: FW: TN Opt-In and Amendments



KMCOpt-in to Hyperion
TN.doc



kmctnamendment1.doc
c



kmctnamendment2.doc
c

-----Original Message-----

From: Westfall, Gregory L.
Sent: Monday, December 11, 2000 4:54 PM
To: 'Marva Brown-Johnson'
Subject: TN Opt-In and Amendments

Marva,

Attached, please find updated copies of the Opt-In Agreement, and Amendments. The originals were set up with any number of KMC Telecom company names, and they can only have KMC Telecom II, per our External Affairs folk. So, if you could print three copies of the signature pages and overnight them to me, I will get them sent on to where they need to be.

All apologies for not catching this sooner, and I'll find out whether or not I need new copies of the NC stuff,

Gregory L Westfall
Field Service Analyst
6480 Sprint Pkwy
OPKS 66251
MS: KSOPHM0310-3A456
gregory.louis-westfall@mail.sprint.com
Ph: 913 315 7953
Fx: 913 315 0628

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom III, Inc. "KMC" ("CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To KMC: Charlene H. Keys
Vice President – Carrier Management
KMC Telecom Holdings
1755 North Brown Road
Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

KMC Telecom III, Inc.

By: _____

By: _____

Name: William E. Cheek

Name: Charlene H. Keys

Title: VP-Sales & Account Mgmt

Title: Vice President-Carrier Mgmt

Date: _____

Date: _____

Kassman, Scott

From: Westfall_Gregory_L/om54@mail.sprint.com
Sent: Monday, February 05, 2001 3:49 PM
To: Johnson, Marva
Subject: FW: TN Opt-In and Amendments



KMCOpt-in to Hyperion
TN.doc



kmctnamendment1.doc
c



kmctnamendment2.doc
c

-----Original Message-----

From: Westfall, Gregory L.
Sent: Monday, December 11, 2000 4:54 PM
To: 'Marva Brown-Johnson'
Subject: TN Opt-In and Amendments

Marva,

Attached, please find updated copies of the Opt-In Agreement, and Amendments. The originals were set up with any number of KMC Telecom company names, and they can only have KMC Telecom II, per our External Affairs folk. So, if you could print three copies of the signature pages and overnight them to me, I will get them sent on to where they need to be.

All apologies for not catching this sooner, and I'll find out whether or not I need new copies of the NC stuff,

Gregory L Westfall
Field Service Analyst
6480 Sprint Pkwy
OPKS 66251
MS: KSOPHM0310-3A456
gregory.louis-westfall@mail.sprint.com
Ph: 913 315 7953
Fx: 913 315 0628

7051

Master Network Interconnection and Resale Agreement

This Master Network Interconnection and Resale Agreement ("Agreement") between KMC Telecom III, Inc. "KMC" ("CLEC") and United Telephone-Southeast, Incorporated ("Sprint"), herein collectively, "the Parties", is entered into and effective this 29th day of September, 2000 for the State of Tennessee.

NOW THEREFORE, the Parties agree as follows:

The Parties agree that the Agreement between the Parties shall consist of the Interconnection and Resale Agreement for the State of Tennessee entered into by and between United Telephone-Southeast, Incorporated ("Sprint") and Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") including any amendments entered into as of the date hereof, amended as follows:

TERM:

This agreement shall be in force until April 20, 2001.

CONDITIONS:

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

On July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued a decision in Iowa Utilities Board v. FCC, Case No. 96-3321 (the "Eighth Circuit Decision") which, among other things, vacated FCC rules 47 CFR §51.505(b)(1) and 51.609. The Eighth Circuit Decision affects certain provisions of the Adopted Agreement, including many of the rates and the wholesale discount(s) contained in the Adopted Agreement.

Pursuant to the Adopted Agreement, either Party may require that the affected provisions of the Adopted Agreement be renegotiated in good faith and amended to reflect the Eighth Circuit Decision, effective as of the effective date of such Decision. Since the Agreement consists of the same terms as the Adopted Agreement, the Parties hereto acknowledge that the rates and terms in the Agreement that are likewise affected by the Eighth Circuit Decision shall be treated as interim, subject to true-up to the effective date of the Eighth Circuit Decision.

NOTICES:

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To KMC: Charlene H. Keys
Vice President – Carrier Management
KMC Telecom Holdings
1755 North Brown Road
Lawrenceville, GA 30043

To Sprint: Director – Local Carrier Services
Sprint
6480 Sprint Parkway
Mailstop: KSOPHM0310-3A453
Overland Park, KS 66251

PARTIES

KMC Telecom II, Inc. "KMC" is hereby substituted in the Adopted Agreement for Hyperion Communications of Tennessee, L.P. ("Hyperion Comm") and United Telephone-Southeast, Incorporated ("Sprint") shall remain as the other Party to the Agreement. Except as modified above, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives.

SPRINT

KMC Telecom III, Inc.

By: William E. Cheek

By: Charlene H. Keys

Name: William E. Cheek

Name: Charlene H. Keys

Title: VP-Sales & Account Mgmt

Title: Vice President-Carrier Mgmt

Date: 3/26/01

Date: Feb. 7, 2001